

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307024

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E-Drive Autos, LLC		06/06/2014	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LFG Capital Partners LLC		
<b>Street Address:</b>	370 West Park Avenue		
<b>City:</b>	Long Beach		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11561		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4396139		
<b>Registration Number:</b>	4275067	EVERYONE LOVES A BARGAIN.	
<b>Registration Number:</b>	4376218	AUTOSAVER.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	jmaxwell@reitlerlaw.com		
<b>Correspondent Name:</b>	Jaime Maxwell		
<b>Address Line 1:</b>	885 Third Avenue, 20th Floor		
<b>Address Line 2:</b>	Reitler Kailas & Rosenblatt LLC		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	4975-03		
<b>NAME OF SUBMITTER:</b>	Jaime Maxwell		
<b>SIGNATURE:</b>	/jaimemaxwell/		
<b>DATE SIGNED:</b>	06/09/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of June 6, 2014, is between E-DRIVE AUTOS, LLC, a Delaware limited liability company (the "**Grantor**"), and LFG CAPITAL PARTNERS LLC, a Delaware limited liability company (the "**Secured Creditor**").

**WHEREAS**, pursuant to that certain Note Purchase Agreement, dated as of June 6, 2014, between the Grantor and the Secured Creditor (as amended from time to time, the "**Purchase Agreement**"), the Secured Creditor is, among other things, acquiring a senior secured convertible promissory note of the Grantor that is to be secured by a security interest in substantially all of the Grantor's assets;

**WHEREAS**, in connection with the Purchase Agreement, the Grantor and the Secured Creditor have executed and delivered a Security Agreement, dated as of June 6, 2014 (as amended from time to time, the "**Security Agreement**");

**WHEREAS**, pursuant to Section 6 of the Purchase Agreement and Section 7 of the Security Agreement, the Grantor is required to execute and deliver this Agreement, such execution and delivery being deemed necessary by the Secured Creditor to further document, evidence, and protect the Secured Creditor's rights under the Security Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Creditor, as follows:

1. **Grant of Security Interest.** The Grantor hereby grants to the Secured Creditor, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**");

(a) all of its trademarks and service marks, including those referred to on **Attachment 1** hereto (each, a "**Trademark**");

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

2. **Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Creditor in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation or substitution of, the security interest granted to the Secured Creditor under the Security Agreement. The Security Agreement and the other Transaction Documents (as defined in the Purchase Agreement), and all rights and remedies of the Secured Creditor

thereunder, shall remain in full force and effect in accordance with its terms notwithstanding anything to the contrary herein.

3. **Acknowledgment.** The Grantor does hereby acknowledge and affirm that the rights and remedies of the Secured Creditor with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

4. **Transaction Document.** This Agreement is a Transaction Document (as defined in the Purchase Agreement) executed pursuant to the Purchase Agreement and the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of such agreements.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

6. **Facsimile and Electronic Signatures.** This Agreement may be executed and delivered by facsimile, e-mail or .PDF and upon delivery each facsimile, e-mail or .PDF signature and/or delivery will be deemed to have the same effect as if the original signature had been delivered to each other party.

7. **Termination.** Upon termination of the Security Agreement in accordance with its terms, this Agreement shall terminate, subject to Section 12.1 of the Security Agreement.

8. **Governing Law.** This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance the laws of the State of New York, without regard to its conflicts of law principles.

9. **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held illegal, invalid, or unenforceable, such illegal, invalid, or unenforceable provision shall be deemed to be severable and deleted and the remainder of this Agreement, or (as applicable) the application of such provision to other persons or circumstances, shall not be affected thereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

E-DRIVE AUTOS, LLC

By: 

Name:

Title:

J. DEANE WHITE  
MANAGER

SECURED CREDITOR:

LFG CAPITAL PARTNERS LLC

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

E-DRIVE AUTOS, LLC

By: \_\_\_\_\_  
Name:  
Title:

SECURED CREDITOR:

LFG CAPITAL PARTNERS LLC

By: \_\_\_\_\_  
Name: *Alistair T. Lind*  
Title: *ELP, Treasurer, CFO*

**ATTACHMENT 1  
to Trademark Security Agreement**

**REGISTERED TRADEMARKS**

Country	Trademark	Class	Registration No.	Registration Date
United States of America	Value Meter [ <i>shape/design</i> ]	35	4,396,139 (USPTO)	September 3, 2013
United States of America	Everyone Loves a Bargain	35	4,275,067 (USPTO)	January 15, 2013
United States of America	Autosaver.com	35	4,376,218 (USPTO)	July 30, 2013